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**AGREEMENT BETWEEN**  
**INTERNATIONAL BROTHERHOOD OF**  
**ELECTRICAL WORKERS**

**LOCAL UNION 1249**  
**6518 Fremont Rd.**  
**East Syracuse, New York 13057**

**and the**

**THE VILLAGE OF ILION**  
**Municipal Building**  
**ILION, NEW YORK 13357**

**January 1, 2008 thru December 31, 2010**

**RECEIVED**  
**NYS PUBLIC EMPLOYMENT**  
**RELATIONS BOARD**

**JUL 08 2009**

**ADMINISTRATION**

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## **ARTICLE I**

### ***AGREEMENT***

**Section 1** This Agreement effective this **1st day of January, 2008**, by and between The Village of Ilion (hereinafter referred to as the Village), party of the first part, and Local 1249, of the International Brotherhood of Electrical Workers, 6518 Fremont Rd., E. Syracuse, New York, affiliated with the American Federation of Labor (hereinafter referred to as the Brotherhood), party of the second part.

**Section 2** This Agreement shall take effect as of **January 1, 2008** and on that day shall supersede all previous agreements between the Village and the employees, and shall remain in full force and effect until **December 31, 2010** and shall automatically renew itself from year to year thereafter unless either party notifies the other in writing at least sixty (60) days prior to the expiration date, of a desire to amend or terminate the same.

**Section 3** It has been agreed by both the Village and the Union that in the event an agreement is not reached by January 1st of any year, the terms of the agreement reached after this date will be retroactive to January 1st of that year.

NOW THEREFORE: The Village and the Brotherhood agree as follows:

## **ARTICLE II**

### ***WITNESSETH***

**Section 1** WHEREAS, the majority of non-supervisory production and maintenance employees of the party of the first part and the majority of it's non-supervisory technical, office and clerical employees have indicated, by signed authorization cards, their desires to be represented by the International Brotherhood of Electrical Workers, A.F.L. and the party of the first has recognized said International for the purpose of collective bargaining and,

**Section 2** WHEREAS, the Village and the Brotherhood, for purposes of facilitating the peaceful adjustment of differences that may arise from time to time between the parties and of promoting harmony and efficiency, now desire to enter into an agreement between the parties.

### **ARTICLE III**

#### ***STATUTORY PROVISIONS***

**Section 1** IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THE AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

### **ARTICLE IV**

#### ***SEVERABILITY***

**Section 1** If the enactment of legislation, or a determination by a court of final jurisdiction (whether in a proceeding between the parties or in one based on a similar state of facts) invalidates any portion of this Agreement, it shall not affect the validity of the rest of this Agreement, which shall remain in full force according to its terms in the same manner and with the same effect as if such invalid portion had not originally been included herein.

### **ARTICLE V**

#### ***MANAGEMENT RIGHTS***

**Section 1** The Brotherhood recognizes that the management of the Village, the direction of its working forces, the determination of the number of employees it will employ or retain, the right to hire, suspend, discharge, discipline, promote, demote, or transfer, and the right to release employees because of lack of work or for other proper and legitimate reasons, are vested in and

reserved to the Village, subject however to the provisions of this Agreement and the employees' right to adjustment of grievances as provided herein.

**Section 2** The Village agrees that there shall be no discrimination, interference, restraint, or coercion by the Village, or by any of its agents, on behalf of or against any employee because of his membership in the Brotherhood or because of any lawful activities on behalf of the Brotherhood.

## **ARTICLE VI**

### ***RECOGNITION***

**Section 1** The Village agrees to negotiate and bargain exclusively with the Brotherhood through its duly accredited officers and representatives in respect to rates of pay, wages, hours of employment and other conditions of employment, for employees covered by this Agreement as shown by job titles in Schedule A attached hereto and made a part hereof.

**Section 2** The provisions of this Agreement shall not apply to confidential employees or to plumbers, bricklayers, carpenters, cement finishers or their employees in building trade classifications who are members of a craft union affiliated with the American Federation of Labor and who are employed by the Village on an hourly basis.

## **ARTICLE VII**

### ***UNION SECURITY***

**Section 1** The parties to this Agreement recognize that a strong union with full and active participation on the part of all employees in the bargaining unit is acceptable. Employees are free to join or not join the Union.

**Section 2** Supervisory personnel who are not within the bargaining unit shall not perform work of the type and grade performed by represented employees, emergencies excepted.

## **ARTICLE VIII**

### ***AGENCY FEE***

**Section 1** On individual written authorization of members of the Brotherhood, the Village shall deduct from the wages of such members initiation fees and dues provided for in the constitution and By-Laws of the Brotherhood, and shall remit the same within ten (10) days to the Financial Secretary of the Local Union involved.

**Section 2** All present and new employees who are not union members and who do not in the future become and remain members shall, immediately following a thirty day period from the date of the signing of this Agreement, as a condition of employment, pay to a charity of the employees choice, a contribution in any amount equal to the regular monthly flat rate and percentage dues of the Union. The amount shall be deducted from the employee's weekly pay on the same basis as union member's dues and forwarded by the Village on a periodic basis to the charity of choice.

## **ARTICLE IX**

### ***NON-DISCRIMINATION***

**Section 1** There shall be no discrimination by the Employer against any employee or prospective employee due to race, creed, national origin, sex, age, marital status, color, or political affiliation.

**Section 2** Any reference in the agreement to the masculine gender shall also be deemed to include the feminine gender.



## **ARTICLE X**

### ***STRIKES AND LOCKOUTS***

**Section 1** It is agreed that during the life of this Agreement that all strikes or work stoppage by employees of the Village who are members of the Brotherhood are prohibited whether authorized or not authorized by the Brotherhood and the Village will not engage in a lockout.

**Section 2** It is further agreed that the Village may take such disciplinary action as it may deem necessary, including discharge, with respect to employees participating in a strike or work stoppage.

## **ARTICLE XI**

### ***TERRITORY***

**Section 1** The territory covered by this Agreement shall include all the franchise territory of the Village.

## **ARTICLE XII**

### ***EMPLOYEE CLASSIFICATIONS***

#### **Section 1 – Temporary Employee**

As defined by Civil Service regulations is hired for a specific job of limited duration not exceeding three (3) months. Except that his period may be extended subject to Civil Service approval and subsequent approval by mutual agreement. The Village and the Local Union involved will discuss those cases where, in the opinion of either, the use of a temporary employee continues so long as to indicate that a regular job exist.

#### **Section 2 – Provisional Employee**

As defined by Civil Service regulation as one hired to a competitive class position without use of an eligible list. The appointment is subject to the minimum qualifications set for the position.

### **Section 3 – Probationary Employee**

As defined by Civil Service regulations, is one hired with a view to filling a regular position, who, before being advanced to the status of a permanent employee, must undergo a period of probation in accordance with Civil Service regulations during which his qualifications can be determined.

### **Section 4**

If any person is hired with the intent to fill a permanent position and isn't dismissed during the probationary period, such individual immediately becomes entitled to all the benefits of the contract and upon such individuals permanent appointment, seniority will be calculated from the day such individuals employment commenced.

### **Section 5 – Flexible Part-time Employee**

- a. A Flexible Part-time Employee (FPTE) is one hired after July 22, 1998 specifically for a part-time position with the flexibility to alter hours of work between a minimum of twenty-five (25) hours and a maximum of forty (40) hours per week. A minimum of five (5) hours and a maximum of eight (8) hours, Monday thru Friday shall constitute a workday.
- b. A (FPTE) pay rate shall be the appropriate rate for duties being performed in accordance with wage Schedule "A" of this Agreement. This individual shall meet the qualifications and follow the wage rate progression of the classification in which he is employed.
- c. A (FPTE) shall not be entitled to any Fringe Benefits pursuant to this contract except wages and paid Holidays.
- d. At no time will a (FPTE) position be allowed to reduce or diminish working hours or earnings of existing employees. There will be no reduction in the regular work force if a (FPTE) is employed. No (FPTE) shall be hired should any regular employee be on lay-off.
- e. At no time will more than one (1) person be employed as a (FPTE).
- f. Any employee who is hired on a (FPTE) basis and is employed twelve (12) consecutive months shall become a regular employee with all benefits provided for in this Agreement. If a (FPTE) gains regular employee status in this manner, date of seniority will be twelve (12) months prior to the date that the employee is re-classified as a regular employee.

- g. A (FPTE) will be employed at the discretion of Management.
- h. A (FPTE) may be re-classified as a regular employee at any time.
- i. Any provisions in this Agreement for a (FPTE) shall not be in conflict with Civil Service Rules and Regulations.
- j. All other terms and conditions of this Agreement will apply for a (FPTE) except those noted above.

### **ARTICLE XIII**

#### ***DEFINITIONS***

**Section 1**    **Regular Employee:** A regular employee is an employee on the active payroll who is not classed as temporary, probationary or part-time.

**Section 2**    **Day Worker:** A day worker is an employee who is normally required to work eight (8) hours per day Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M. except that office and clerical workers will be required to work (7 1/2) hours per day Monday through Friday between the hours of 8:30 A.M. to 5:00 P.M.

(a) By mutual agreement by both parties, work may start as much as one (1) hour earlier or later.

(b) Job titles of day workers are as identified by Civil Service lists.

**Section 3**    **Basic Wage Rate:**

(a) The **basic weekly wage rate** is the forty (40) hour rate assigned to each regular employee as determined from his assigned pay group and the Wage Schedule attached and made a part hereof. The basic hourly rate is one-fortieth (1/40th) of the basic weekly rate.

(b) The **basic hourly rate** of a temporary or probationary employee is the minimum hourly rate shown in the Wage Schedule for his assigned pay group.

**Section 4**    **Average Hourly Rate:** The average hourly rate is the basic hourly rate.

**Section 5**    **Village Seniority:** Village seniority of a regular employee is the total length of continuous service (including previous uninterrupted service as a temporary, probationary, provisional or flexible part-time employee).

**Section 6**    **Prearranged Overtime Work:** Prearranged overtime work is overtime work of which the employee was notified while at work on a scheduled or re-scheduled tour of duty.

**Section 7**    **Call-Out:** A call-out is a communication to an employee while off duty directing him to proceed immediately to a designated work location to engage in overtime work or to report for such work at a designated time.

## **ARTICLE XIV**

### ***WORK HOURS AND OVERTIME***

**Section 1**    There shall be maintained a basic work-day of eight (8) hours and a basic work-week of forty (40) hours for all regular and probationary employees.

**Section 2**    Work in excess of forty (40) hours per week will be paid on an overtime basis and, work in excess of eight (8) hours a day shall be paid on an overtime basis.

**Section 3**    All authorized work in excess of forty (40) hours will be paid at the overtime rate which is time and one-half, except Sunday which is double time.

**Section 4**    Overtime Work:

- (a) Overtime work is work performed under any of the following conditions:
  - (1) Work in excess of eight (8) hours per day or forty (40) hours per week.
  - (2) Work performed on any day observed as a holiday.

**Section 5** Except as otherwise provided for in Section 6 of this Article XV, the overtime rate shall be one and one-half (1 1/2) times the employee's average hourly rate as defined in Article XIV, Section 4.

**Section 6** When an employee is called upon to work and does work Sunday, and he suffers no reduction in basic pay by reason of unexcused or disciplinary absence that calendar week, he shall be paid at twice his basic rate. If his overtime work then continues without interruption into the next calendar day, the double-time rate will apply to his uninterrupted working time until his regularly scheduled tour of duty begins.

**Section 7** When an employee is required to report for prearranged overtime work and the duration of such work is less than four (4) hours, he shall be entitled to four (4) hours' pay at the applicable overtime rate. The minimum allowance for time worked shall not apply to a period of overtime work immediately preceding or following a scheduled tour of duty.

**Section 8** When after extended periods of overtime work it is possible to grant employees time off for required rest, such rest periods shall not result in loss to regular employees of wages which would have resulted from previously scheduled work included in their forty (40) hour week. The following method is included herein as a rule with respect to rest after extended overtime work not prearranged:

- (a) When after an extended period of overtime work, the employee is permitted to cease work at least eight (8) hours before his next regular tour of duty, he shall report for work as scheduled.
- (b) When after an extended period of overtime work, the employee is permitted to cease work less than eight (8) hours before his next regular tour of duty, no regular work will be required for a minimum of eight (8) hours, provided however that no employee shall be required to report for his next regular tour of duty if such eight (8) hour minimum rest period ends within four (4) hours of normal quitting time for his regular scheduled work on that day.

**Section 9** Pay provisions for call out will be as follows:

- (a) Monday thru Saturday - Time and one-half, with a two hour minimum for each call out.
- (b) Sundays and Holidays - Double time, with a two hour minimum for each call out.

**Section 10** The existing practice of the Employer with respect to payment for meals for work beyond employee's regular working times, shall be continued.

**Section 11**

**Emergency Storm Work:**

- (a) When an employee is required to work on other Utility properties to assist them in the restoration of their service, he shall be paid two times his regular rate for hours worked beginning with the assignment and until it's completion.
- (b) When restoration work requires employees to be away from their homes overnight, the Employer shall pay for adequate lodging and meals.

**ARTICLE XV**

***LABOR-MANAGEMENT COMMITTEE***

**Section 1** There shall be a Labor-Management Committee of four representing the Union and four representing the Village. It shall meet at such times as it may decide. However, it shall meet also within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary.

**Section 2** All matters coming before the Labor-Management Committee shall be decided by majority vote. Six members of the Committee, three from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership, and it shall be counted as though all were present and voting.

**Section 3** Whenever the Village holds joint conferences with the Brotherhood, the employees designated by the Brotherhood as its official representatives, in numbers deemed necessary to transact the business, will be excused from duty, and will receive straight-time pay, not to exceed eight (8) hours per day, for time lost because of such scheduled meeting provided such time is within the first forty (40) hours of work that week.

**Section 4** Required attendance at meetings pertaining to Village activities, such as first-aid and safety meetings, shall be held on Village time.

## **ARTICLE XVI**

### ***GRIEVANCES***

**Section 1** Should the Brotherhood claim that a dispute or difference has arisen between the Village and the Brotherhood as to the meaning, application or operation of any provision of this Agreement, such dispute or difference shall be presented within thirty (30) days and settled in the following manner and there shall be no quitting or suspension of work during or on account of such dispute or difference.

- (a) Between the appropriate shop steward and/or Brotherhood representative and supervisor. If they fail to reach an agreement within three (3) working days, the aggrieved employee or his steward and/or Brotherhood representative shall furnish a written statement of the grievance to such supervisor on a form provided by the Village for automatic referral to step (b):
- (b) Between a member or members of the Grievance Committee designated by the Brotherhood, the supervisor and/or the departmental executive, who will decide the matter within three (3) days after notification or the dispute will be automatically referred to step (c);

(c) Between the representative of the Brotherhood and the Village of Ilion who will decide the matter within twenty (20) days after notification or the dispute will be automatically referred to step (d).

(d) Submitted to the New York State Public Employment Relations Board for Arbitration in accordance with its rules and regulations.

**Section 2** Monetary benefits accruing to employees as a result of the settlement of a grievance shall be effective as of the date such grievance was presented to the Village in writing.

**Section 3** Any of the time intervals provided for in this Article XVII may be changed by mutual consent.

**Section 4** In connection with any arbitration proceedings under the provisions of the agreement, it is agreed that all expenses to be incurred shall be mutually agreed upon and shall be borne equally by the two parties.

**Section 5** If an employee represented by the Brotherhood hereunder is discharged from his employment on or after the date hereof and believes that he has been unjustly dealt with, such discharge shall constitute a dispute or difference for determination under the method of adjusting grievances provided for in this Article XVII and such dispute shall be first taken up within three (3) working days in the manner provided in steps (b), (c) and (d) of Section 1 of this Article XVII; and if it is thereupon determined that such discharge was wrongful and without just cause, the Village shall reinstate the employee and pay him full compensation at his basic rate for time lost.

**Section 6** The procedure set forth in this Article XVII shall not be used to abrogate or change any part of this agreement.



## ARTICLE XVII

### **SENIORITY PROVISIONS**

**Section 1** Seniority of employees covered by this Agreement will be their length of continuous service with the VILLAGE, except herein provided.

**Section 2** When vacancies occur consideration will be given in filling same in the following order:

- (a) To employees qualified for promotion to work for which additional employees are necessary.
- (b) A permanent employee who has been laid off from his position, shall be placed on a priority hire list, and shall be given first opportunity for rehire in any position for which he is qualified, within two (2) years of his lay off date.
- (c) To new applicants.

**Section 3** In case of promotion or transfer between jobs within the bargaining unit, (1) seniority, (2) ability, (3) performance and (4) physical fitness will be given consideration. When (2), (3) and (4) are relatively equal, seniority shall govern.

**Section 4** In case of lay-off or re-employment, primary consideration will be given to (1) seniority, but in addition (2) ability, (3) performance and (4) physical fitness will be considered. When (2), (3) and (4) are relatively equal, seniority will govern. In cases where a reasonable offer of re-employment is refused, seniority under this Agreement shall be canceled.

**Section 5** Should any grievance arise with respect to the promotion, demotion, lay-off, transfer or re-employment of an individual employee, such grievance may be treated under Article XVII of this Agreement; provided, however, promotions or transfers to jobs outside the bargaining unit to supervisory positions shall be solely a function of Management.

## ARTICLE XVIII

### ***PROMOTIONS, DEMOTIONS, TRANSFERS, LAYOFFS & REHIRING***

**Section 1** Are subject to Civil Service lists which must be checked.

**Section 2** When a vacancy occurs or a new job is created outside of the bargaining unit but within the top rate of pay within the bargaining unit, the Village agrees to give notice of the existence of such vacancy to the Brotherhood and it's members by making a bulletin board announcement at least three (3) days before filling such vacancy. During such period, employees shall have the right to submit applications for the vacancy.

**Section 3** When an employee is assigned for one (1) or more days or for an overtime period to a higher grade of work than that specified by his regular classification, his wage rate will be adjusted to suit the conditions for the period of such work. The wage rate applicable to a temporary assignment shall be on the same basis as if the assignment were regular. The upgraded rate will apply on holidays that occur within the upgraded period. The upgraded rate will also apply during vacations that occur within the upgraded period provided that the employee is upgraded for a minimum period of five (5) days within the week immediately preceding the vacation and is upgraded to the same pay group for a minimum period of five (5) days within the week immediately following the vacation. Upon completion of the assignment or upon evidence of inability to perform such assignment, the employee shall be restored to his former position and wage rate.

**Section 4** The Village of Ilion has adopted that all employees temporarily working in a higher grade will be paid in accordance with that grade at the same level as their permanent grade.

**Section 5** Regular employees will receive two (2) weeks notice of a lay-off.

## **ARTICLE XIX**

### ***SICK LEAVE***

**Section 1** For time lost because of occupational or non-occupational disability, employees hired prior to July 22, 2003 shall receive up to 110 days full pay during such disability, accumulating two (2) days per month of service up to 110 regular working days. Employees hired after July 22, 2003 shall accrue sick days at the rate of one (1) day per month of service to a maximum of 110 regular working days.

**Section 2** After the expiration of 110 days sick leave, additional sick time shall be accumulated in accordance with the above formula.

**Section 3** Any employee who becomes disabled and who receives Workman's Compensation or New York State Disability Benefits, shall be paid the difference between such benefits and his regular weekly pay during the period he receives these benefits.

- (a) A physician must have been in attendance no later than the second day of disability in order to qualify. The disability must not be intentionally self-inflicted, nor due to use of drugs or intoxicants, and not due to willful acts contrary to law and order.
- (b) Employees collecting such disability pay or Workmen's Compensation benefits shall receive holiday pay on the same basis as other employees.

**Section 4** The Village agrees that an employee may use his sick time when a member of his immediate family, husband, wife or children, are seriously ill or hospitalized. Sick time may also be utilized for the purpose of doctor and/or Health Care related office visits for employee and immediate family.

## **ARTICLE XX**

### ***EDUCATION***

**Section 1** If the employee attends a seminar and the seminar extends beyond normal working hours, these hours shall be paid at the appropriate straight time rates. If the seminar is held out of town, all hours traveling to and from (before normal starting or after normal quitting time) shall be paid at the appropriate straight time rates.

**Section 2** Employees will pre-pay the cost of any College tuition and will be reimbursed upon completion of the course with a grade C or better at the following percentages: grade C- 70%, grade B- 85%, grade A- 100%. An employee will be allowed one course per semester. The employee's college transcript must be submitted to The Village Board for payment, and, only courses pre-approved by the Board will be eligible for re-imburement. There will be a twelve month stay on period with the Village of Ilion after completion of the employees last course of study.

## **ARTICLE XXI**

### ***WORK HEADQUARTERS***

**Section 1** Work Headquarters:

The workday for field workers shall commence and terminate at the assigned operating headquarters, and all travel time between such operating quarters and field locations shall be considered time worked.

## **ARTICLE XXII**

### ***BEREAVEMENT LEAVE***

**Section 1** In the event of a death occurring in the immediate family of an employee, such employee shall be permitted a maximum leave of two (2) days at his regular rate of pay for those days he would have normally worked.

**Section 2** In any event, the day after the funeral of the deceased shall be the final day of such leave.

**Section 3** The immediate family is defined as father, mother, husband, wife, brother, sister, son, daughter, father-in-law, mother-in-law and employee's grandparents and grandchildren.

### **ARTICLE XXIII**

#### ***JURY DUTY***

**Section 1** All employees except temporary, regardless of length of service, will receive their normal wages or salary when called for Jury Duty.

### **ARTICLE XXIV**

#### ***PERSONAL LEAVE***

**Section 1** The Village of Ilion recognizes the need for special consideration to loyal employees and adopts the following policy regarding personal leave.

**Section 2** Employees who have completed one year's service will be eligible for paid personal leave of five (5) days.

**Section 3** Personal leave will not be allowed for the early start or extension of a vacation period.

**Section 4** Requests for personal leave may be made 24 hours prior to the time to be taken off. Emergency personal leave will be handled at the discretion of the head of the department and the employee.

**Section 5** Additional emergency requests beyond five (5) days will be handled as a request to the Village. The Village will grant special requests for extension of personal days on an individual basis.

## **ARTICLE XXV**

### ***VACATIONS***

**Section 1** The following service and attendance requirements shall be used in determining whether an employee is entitled to a vacation with pay:

- (a) An employee who has completed at least one year of continuous service as of December 31 and was on the payroll on that date and received pay for time worked in at least twenty-six calendar weeks during the year ending on that date, shall be entitled to a vacation with pay in the following year.
- (b) An employee who is not entitled to a vacation with pay during a calendar year under paragraph (a) of this Section shall nevertheless become entitled to a vacation with pay in such year of and when: (i) he completed one year of continuous service, and (ii) he has received pay for time worked in at least twenty-six (26) calendar weeks during the twelve months immediately preceding his vacation.
- (c) Employees hired after July 22, 1998 shall accrue a maximum of four (4) weeks vacation based on the current schedule.

**Section 2** For the purpose of Section 1, time for which Supplemental Workman's Compensation is paid and time on vacation with pay shall be considered as time worked.

**Section 3** The length of vacation in any calendar year shall be the number of weeks (a week shall mean seven consecutive calendar days including Saturday and Sunday) as shown in this Article, Section 4.

<b><u>Section 4</u></b>	<b><u>Years of Continuous Service</u></b>	<b><u>Weeks of Vacation</u></b>
	One but less than five	Two
	Five but less than ten	Three
	Ten but less than fifteen	Four
	Fifteen but less than twenty	Five
	Twenty	Six

**Section 5** If a holiday falls within the employee's regularly scheduled vacation period, he shall be granted an additional day for the holiday, either the preceding Friday or the following Monday.

**Section 6** The amount of vacation pay for each week of vacation shall be the employee's current hourly rate of pay or current average hourly earnings multiplied by the number of hours constituting the work-week, but not by less than forty-hours and thirty-seven and one-half (37 1/2) for office workers.

**Section 7** Vacation pay may be drawn in advance.

**Section 8** Vacation pay is not assignable or subject to attachment, garnishment or other legal process for debts of an employee.

**Section 9** Vacations shall be scheduled in advance and at such times during the year as management finds most suitable, considering both the wishes of the employee and efficient operation of the unit concerned. However, no employee shall be required to schedule his vacation prior to March 1st and may schedule it to run at least two weeks in succession if he so desires. Employees may use vacation time earned in the previous year up to and including the last day of February in the following year.

**Section 10** He may also elect to schedule his vacation a day or two at a time.

**Section 11** Choice of vacation shall be granted by seniority.

**Section 12** A vacation may be rescheduled for a later date for reasons approved by management, or in case of disability occurring prior to the beginning of an employee's vacation.

**Section 13** In case disability occurs during an employee's vacation, any remaining full weeks of vacation may be rescheduled as approved by management.

**Section 14** Vacations are not cumulative and shall be taken during each calendar year.

**Section 15** Regular employees who are required by the Village to forego any portion of their vacation period, shall receive, in addition to the vacation pay allowance, compensation at the applicable overtime rate for all such vacation time worked.

**Section 16** In the event that sickness, disability or compensable accident occurs prior to and interferes with the scheduled vacation of an employee, the vacation will be rescheduled whenever practicable within the calendar year.

**Section 17** If prolonged disability occurs prior to an employee's vacation and makes it impossible for him to take such vacation that year, he shall be allowed his normal vacation pay without curtailment of concurrent Disability Pay, Workman's Compensation Benefits or Disability Pay Supplement.

**Section 18** Subject to the limitations of Section 19 of this Article XXVI, any period of time during which an employee was on military leave of absence will be considered as time worked in determining his eligibility for a paid vacation during the calendar year in which he returns to active employment with the Village and during the calendar year following.

**Section 19** Whenever a regular employee voluntarily resigns, enters military service, is laid-off because of lack of work, is discharged, or is retired; he shall be entitled to his earned vacation, based on his service during the previous year, or pay at the basic rate in lieu thereof. A regular employee retired for age or disability will also be entitled to a vacation allowance for time worked during the year in which he is retired. Comparable benefits shall be paid to the beneficiary of a deceased employee.



## ARTICLE XXVI

### *HOLIDAYS*

**Section 1** The following holidays with full pay shall be observed:

New Year's Day	Thanksgiving Day
Good Friday	Friday following Thanksgiving
Memorial Day	December 24th
Independence Day	Christmas Day
Labor Day	1 Holiday (employee's choice)
Columbus Day	Martin Luther King's Birthday (Clerical)
Veteran's Day	President's Day (Clerical)

**Section 2** Effective 1-1-08 Line department shall observe holidays stated in Section 1.

- a) Effective 1-1-08 Clerical department shall exchange December 24<sup>th</sup> and holiday of employees choice for Martin Luther King's Birthday and President's Day.

**Section 3** Whenever a holiday falls on a Sunday, it shall be observed on the following Monday.

**Section 4** Whenever a holiday falls on Saturday, it shall be observed on the preceding Friday.

**Section 5** Employees, including probationary and provisional employees, who are not required to work on a day observed as a holiday, shall receive eight (8) hours' basic pay for the holiday.

**Section 6** Regular employees who are required to work on a day observed as a holiday, shall receive eight (8) hours basic pay for the holiday plus pay at the applicable (double-time) overtime rate for all work actually performed on that day.

**Section 7** Probationary and provisional employees who are required to work on a day observed as a holiday in accordance with their regularly scheduled hours per day, either seven and one-half (7 1/2) or eight (8) plus pay at the applicable overtime rate for all work actually performed on the holiday.

**Section 8** In order to qualify for pay for such holiday hours not worked, whether the holiday occurs on a regularly scheduled work day or a day of rest, the employee must:

- (a) Work both on his last scheduled day prior to the holiday and on his next scheduled day following the holiday or
- (b) Be qualified for Disability wages or vacation pay on those days.

## **ARTICLE XXVII**

### ***LIFE INSURANCE***

**Section 1** The Village will pay the entire cost of a Fifty Thousand Dollar (\$50,000.00) Term Life Insurance Policy on each employee.

## **ARTICLE XXVIII**

### ***HEALTH PLAN***

**Section 1** The parties hereto agree that the Village provide Excellus Blue EPO Balance until an improved plan, acceptable to the majority of the employees, can be negotiated.

**Section 2** Upon execution of this Agreement, all current employees shall be required to co-pay seven and one half percent (7.5%) of their monthly health insurance premium.

**Section 3** The Village agrees to provide a prescription drug plan for all employees covered under the health plan described in Section 1 of this Article. The prescription plan co pays required under this policy will be reimbursed to the employees by the village as follows:

Effective January 1, 2008: 75%

**Section 4** The parties hereto agree that the Village will pay 100% of the cost of a Major Medical Health and Basic Hospital Medical Plan for all future retired employees (not to include their dependents) who were permanently employed with Civil Service status after July 22, 1980. All employees hired on or after January 1, 2008 will not be covered by this provision.

**Section 5** The parties hereto agree that the Village will pay 50% of the cost of a Major Medical Health and Basic Hospital Medical Plan for all retired employees (not to include their dependents) who were retired prior to July 22, 1980.

**Section 6** Any employee who may be covered under another Medical Program shall be allowed not to participate in this program and a cash allowance of twenty-five percent (25%) of the Village of Ilion cost for that employee's medical coverage will be reimbursed to the employee.

**Section 7** Employees hired prior to July 22, 1998 with the intent to fill a vacancy in any permanent part-time position with flexible hours shall receive the following benefits:

- a. As long as the hiree and the hiree's family is covered with Health Insurance, the Village of Ilion need not cover the hiree under the Major Medical Health and Basic Hospital and Medical Plan provided for other Unit employees. If the hiree loses Health Insurance coverage, other than voluntarily dropping of such existing coverage, the Village of Ilion agrees to immediately cover the hiree, and family if not covered under another plan, under the same plan as other Unit employees, and according to the contract language.

If in the event the hiree obtains Health Insurance from the Village of Ilion because of loss of existing Health Insurance, or because they did not have health coverage at the time of hire, and at a later date re-attains or has the ability to attain or re-attain outside Health Insurance, and chooses not to do so, then the Village of Ilion insurance shall cease. If proof cannot be given to the Village of Ilion that health coverage is not re-attainable or attainable by another source, then health coverage by the Village of Ilion shall cease.

- b. The Village of Ilion will provide all other benefits, in accordance with the Union contract, based on a twenty-five (25) hour workweek. Day allocation will be based on five (5) hours/day.

## **ARTICLE XXIX**

### ***LONGEVITY PAYMENT***

**Section 1** Longevity bonus will be paid to an employee on their anniversary date for the following years of service, at the following rates:

5 Years of Service	\$100.00
10 Years of Service	200.00
15 Years of Service	300.00
20 Years of Service	400.00
25 Years of Service	500.00

**Section 2** Effective July 22, 1986, all employees shall be paid in accordance with the above schedule based on their service credit accumulated as of July 22, 1986.

## **ARTICLE XXX**

### ***RETIREMENT***

**Section 1** The Village will pay the full cost of the New York State Employee's Retirement System, 1/50th plan for all regular employees in accordance with the non-contributory plan 75i of the Retirement and Social Security Law, for employees in Tier III and IV.

**Section 2** Tier III members who are employees of the Board shall be subject to the terms and conditions of the laws of the State of New York Retirement System.

**Section 3** Upon retirement an employee may at his option apply unused sick leave days towards his retirement under Section 41j of the New York State Retirement Law, or be compensated in accordance with Article XXXI.

## **ARTICLE XXXI**

### ***SEVERANCE PAY***

**Section 1** Severance pay will be paid to all current employees who are entitled to compensation for time not worked (Article XIX, Section 1) as follows:

- (a) Upon retirement
- (b) To the beneficiary of the employee in the event of the employee's death.
- (c) Upon termination for any reason (other than disciplinary).

**Section 2** Severance pay will be based on the employees accumulated sick days (in accordance with Article XIX) and will be paid at 100% of his/her daily wage rate for each day accumulated at the time of termination.

**Section 3** At the option of the employee this benefit can be paid as follows:

- (a) 50% to be paid within thirty (30) days of retirement, death or termination.  
The remaining 50% to be paid on a consecutive weekly basis in installments equal to the employee's current weekly salary until the compensation amount is paid in full.
- (b) On a consecutive weekly basis in installments equal to the employee's current weekly salary until the compensation amount is paid in full.
- (c) At the employee's request, this payment can be temporarily stopped, one time only, and re-started upon the employee's request. Full payment must be received within one (1) calendar year from date of retirement, death or termination.

**Section 4** Employees hired after July 22, 1995 will not be eligible for sick leave payout.

## ARTICLE XXXII

### ***SAFETY***

**Section 1** A "Safety Committee" will be formed to minimize accidents in the work place and to promote safety.

**Section 2** The Village of Ilion agrees to address any matters which may cause personal injury to an employee, within forty eight (48) hours. All requests will be in writing from the Union Steward to the Village of Ilion.

**Section 3** The Village of Ilion shall supply employees with necessary protective clothing, such as rain gear, rubber boots, work and protective gloves, safety helmets, and other safety clothing, according to their job classifications.

**Section 4** All vehicles involved in Village of Ilion operations will be equipped with a two way radio communication system, for safety reasons.

**Section 5** All high voltage safety equipment shall be tested every six months.

**Section 6** Safety glasses for the employees will be furnished by the Village, provided such individuals job responsibilities require their use. Effective July 22, 1998, when required by the employee, prescription safety glasses will be provided bi-annually.

**Section 7** The Village agrees that when sub-zero and blizzard conditions exist, the meter and line departments be given other duties that day and be allowed to double up the following day, except in emergencies.

**Section 8** Effective July 22, 1998, the Village of Ilion shall provide a work shoe allowance for field personnel. This benefit entitles qualified employees to one pair of work shoes, bi-annually, not to exceed one hundred fifty dollars (\$150.00). A legitimate receipt is required for this benefit.

## **ARTICLE XXXIII**

### ***ON - CALL***

**Section 1** Employees will be assigned on-call duty for a period of one week commencing at the beginning of the first normal work day of the week and terminate at the beginning of the first normal work day on the following week. That is, if a Holiday falls on Monday, stand-by starts for the next employee at the beginning of the normal workday on Tuesday.

**Section 2** On-call will be assigned by rotation of all qualified employees for a period of one week intervals.

**Section 3** An annual on-call list will be posted on the bulletin board by January 1, of each year. When a new employee becomes qualified his name will be added to the on-call list in a regular rotation with the other stand-by employees.

**Section 4** Employees may “exchange” or “give” their on-call to any qualified employee who wishes to accept the scheduled on-call and that employee accepts all responsibility for the on-call at a rate not to exceed the lineman’s rate. If an on-call employee exchanges his on-call with any other qualified employee, he will notify his immediate supervisor, before the exchange is made. The Police Station will also be notified of the change.

**Section 5** An on-call employee will be compensated at the rate of two (2) hours straight time pay for every normal work day Monday thru Friday.

**Section 6** An on-call employee shall be paid at the rate of two (2) hours pay per day Saturdays, Sundays, and Holidays.

**Section 7** On-call shall be paid at straight time.

**Section 8** On-call shall be paid in addition to time paid for call outs and any other overtime pay.

**Section 9** Duties while "On-Call" shall include reading meters on Saturday, Sunday and Holidays and visual inspection at all Substation Facilities while reading meters on Saturdays, Sundays and Holidays.

**Section 10** If a holiday falls in the week that an employee is on-call, that employee shall be granted an additional day off in lieu of the holiday. The credited day off maybe used within sixty (60) days from the date of the holiday from which it was earned.

## **ARTICLE XXXIV**

### **WAGES**

**Section 1** It is agreed the following wage increases will apply as follows:

- (a) January 1, 2008 – 3% wage increase.
- (b) January 1, 2009 – 3% wage increase.
- (c) January 1, 2010 – 3% wage increase.

**Section 2** The last step of any classification is not available to any employee until he or she obtains Civil Service status.

**Section 3** When the results of the Civil Service exam is made known, the last step advancement will be retro-active to the day after the exam was successfully taken, provided such individual is entitled to the last step advancement in accordance with the time schedule as outlined in this Article's Wage Schedule A.

**Section 4** The employee will receive fifteen percent (15%) above the effective wage rate while working on any pole containing the 44,000 volt transmission lines and the 4160 volt distribution lines.

**Section 5** This retroactive agreement shall include the amendments to the agreement entered into between the parties July 22, 1969.



## WAGE RATES

(Schedule A)

EFFECTIVE

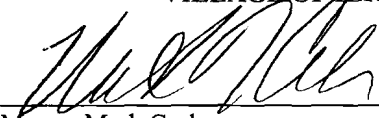
Hourly Rates:		11-22-06 5%	1-1-2008 3%	1-1-2009 3%	1-1-2010 3%
Working Foreman		\$30.58	\$31.50	\$32.45	\$33.42
Lineperson		\$25.45	\$26.21	\$27.00	\$27.81
Lineperson Apprentice	START	\$20.35	\$20.96	\$21.59	\$22.24
	12 Mo.	\$21.75	\$22.40	\$23.07	\$23.76
	24 Mo.	\$23.56	\$24.27	\$25.00	\$25.75
	36 Mo.	\$25.45	\$26.21	\$27.00	\$27.81
Meter Reader & Tester	START	\$19.58	\$20.17	\$20.78	\$21.40
	12 Mo.	\$20.79	\$21.41	\$22.05	\$22.71
	24 Mo.	\$22.46	\$23.13	\$23.82	\$24.53
	36 Mo.	\$24.76	\$25.50	\$26.27	\$27.06
Account Clerk Typist, Account Clerk	START	\$595.15	\$613.00	\$631.39	\$650.33
	12 Mo.	\$618.40	\$636.95	\$656.06	\$675.74
	24 Mo.	\$641.68	\$660.93	\$680.76	\$701.18
	36 Mo.	\$708.74	\$730.00	\$751.90	\$774.46
Senior Account Clerk		\$840.70	\$865.92	\$891.90	\$918.66

**SIGNATURE PAGE**

IN WITNESS WHEREOF the Village has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed; and the Local Union having taken all action required to be taken to make this Agreement effective, including provisions for its approval to the International Office of the International Brotherhood of Electrical Workers, have caused this instrument to be executed, by their officers duly authorized to act, for themselves and on behalf of the members in the bargaining unit and the employees represented by them.

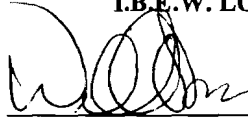
Agreed upon this 26th day of March 2008.

**VILLAGE OF ILION**

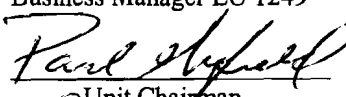
  
\_\_\_\_\_  
Mayor, Mark Cushman

4/09/08  
Date

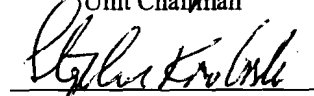
**I.B.E.W. LOCAL 1249**

  
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Business Manager LU 1249

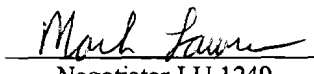
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Unit Chairman

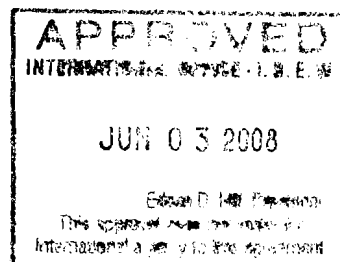
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Negotiator LU 1249

4-2-08  
Date



Approved International Office of the IBEW